

# Real Estate



## *On-Line Auction*



**Waterloo SSA Building**  
**904 West Fourth Street**  
**Waterloo, Iowa 50702**

**Auction Begins: November 16, 2009**  
**Sale No. GSA-R-1620**

**U.S. General Services Administration**  
Public Buildings Service  
Real Property Utilization and Disposal Division  
819 Taylor Street, Room 8A10  
Fort Worth, Texas 76102-6103  
(817) 978-4324  
<http://propertydisposal.gsa.gov>  
[www.auctionrp.com](http://www.auctionrp.com)



## **Important Notice**

- Bidders should read all pages and all sections of the Invitation for Bids (IFB) before making a bid.
- GSA is not responsible for the accuracy of any IFB that was not obtained directly from the United States Government.
- Bids for Real Property Purchase will be received continuously until sold at the GSA Real Property Disposal Division office in Fort Worth, Texas.
- Bids must be made on the bid forms contained in this Invitation for Bids.
- All bids must include a bid deposit as described in the Instructions to Bidders.
- Bid Deposit Cashier's checks will be deposited upon receipt. Refund of the amount to unsuccessful bidders require the Bidder's official name and Tax Identification Number and will be refunded upon award to the High Bidder.
- Credit card deposits must include the "Deposit by Credit Card" form included in this IFB.
- The following information must appear in the lower left hand corner of the bid envelope.

SALE #	GSA-R-1620
SALE DATE	On-Line Auction
SALE OFFICE	7PZ

See the property on the Internet at: <http://propertydisposal.gsa.gov> and [www.auctionrp.com](http://www.auctionrp.com)

# SALE OF GOVERNMENT REAL PROPERTY

**SALE NO. GSA-R-1620**

## INVITATION FOR BIDS

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**Waterloo SSA Building  
904 W. Fourth Street  
Waterloo, Iowa 50702**

Bids for the purchase of the Government owned property described in the Schedule portion of this Invitation for Bids will be received continuously by the General Services Administration for Sale Number GSA-R-1620, at the General Services Administration Real Property Disposal Division, Room 8A10 of the Fritz G. Lanham Federal Building located at 819 Taylor Street, Fort Worth, Texas 76102-6103. As used therein "Government" shall mean the United States of America, acting by and through the Administrator of General Services.

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### **BID REGISTRATION SHOULD BE SUBMITTED TO:**

GENERAL SERVICES ADMINISTRATION  
REAL PROPERTY UTILIZATION AND DISPOSAL DIVISION –  
819 TAYLOR STREET, ROOM 8A10  
FORT WORTH, TEXAS 76102-6103

The property can be viewed by appointment only. Additional information can be obtained on the website [www.auctionrp.com](http://www.auctionrp.com). For information call **Laura McGinnis** at **816-823-5355** or write to Real Property Utilization and Disposal Division, (7PZ), General Services Administration (GSA), 819 Taylor Street, Suite 8A10, Fort Worth, TX 76102. **E-Mail Address** is [laura.mcginnis@gsa.gov](mailto:laura.mcginnis@gsa.gov)

This Invitation for Bids is issued subject to, and bids submitted pursuant to this Invitation for Bids must be in compliance with and subject to, the provisions of this Invitation for Bids, including the Schedule portion thereof, and (1) the Instructions to Bidders; (2) the General Terms of Sale; (3) the Special Terms of Sale, Invitation No. GSA-R-1620; and (4) the provisions of Bid Form and Acceptance, all of which are attached to this Invitation for Bids and by this reference made a part thereof.

## **SCHEDULE**

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### **Location and Description:**

**Waterloo SSA Building** is located at 904 W. Fourth Street, Waterloo, Iowa. It offers 0.575 acres of land, more or less, with a one-story block and brick building containing 8,880 gross square feet more or less with parking area.

### **Utilities:**

Public utilities are available.

#### **Gas and Electric:**

**MidAmerican Energy**  
P.O. Box 657  
Des Moines, Iowa 50303  
(888) 427-5632

#### **Water, Sewer and Trash:**

**Waterloo Water Works**  
325 Sycamore Street  
Waterloo, Iowa 50703  
Phone: (319) 232-6280

#### **Telephone:**

**Qwest Communication:**  
Phone: (800) 244-1111

**A. The Offering:****Legal Description:**

All of Lots A, B, C, E, F, and G, except the southwest 49.84 feet of Lots E and F, all in Chardoul Addition, Waterloo, Blackhawk County, Iowa, and more particularly described as follows: Beginning at the most easterly corner of said Lot B; thence N 43°18'30" W 200.47 feet to the most northerly corner of said Lot A; thence S 46°40' W 125 feet; thence S 43°18'30" E 200.48 feet to the most southerly corner of said Lot C; thence N 46°40' E 125 feet along southwesterly lines of said Lots C and B to the point of beginning.

**B. Reservations, Exceptions, Covenants and Agreements**

1. This sale is made on the basis that the following described rights, titles and interests shall be reserved unto the United States of America and its assigns from and out of the hereinabove described property and the final instrument of conveyance shall contain the following terms and provisions of reservation:

SAVE AND EXCEPT, and there is hereby reserved unto the UNITED STATES OF AMERICA, and its assigns, all rights and interests which have been previously reserved to the United States in the Patent(s) which cover(s) the property.

2. This sale is made and the conveyance of the hereinabove described property shall be made subject to the following outstanding interests and exceptions which shall be set forth in the final instrument of conveyance in the following manner:

This deed and conveyance is expressly made subject to the following matters to the extent and only to the extent the same are valid and subsisting and affect the property:

- a. All existing licenses, permits, easements and rights-of-way for public streets, roads and highways, public utilities, electric power lines, electric transmission facilities, railroads, pipelines, ditches, conduits and canals on, over and across said land, whether or not of record.
- b. All existing interest(s) reserved to or outstanding in third parties in and to water rights, ditch rights, as well as oil, gas and/or minerals, whether or not of record.
- c. All other existing interests reserved by any original grantor(s) in chain of title unto said grantor(s), their respective successors and assigns, which affects any portion of the property interest(s) hereinabove described, whether or not of record.
- d. Any survey discrepancies, conflicts, or shortages in area of boundary lines, or any encroachments, or protrusions, or any overlapping of improvements, which may affect the subject property.
- e. Existing zoning ordinances and resolutions, soil conservation district rules and regulations, and water conservancy district rules and regulations, filed of public record and affecting all or any portion of the subject property.

3. This sale is made and the conveyance of the hereinabove described property shall be made under and in consideration of the following covenants in the following manner:

### **C. CERCLA AGREEMENTS AND RESERVATIONS TO THE PROPERTY**

**1. NOTICE of Hazardous Substance Activity.** Pursuant to Section 120(h)(3)(A)(i) of the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) of 1980, as amended (42 U.S.C. §9620(h)(3)(A)(i)), and based upon information submitted by the General Services Administration, the United States hereby gives notice that there is no prior history of hazardous substances that were known to have been released or disposed of or stored for one year or more on the property.

**2. CERCLA Covenant.** Grantor warrants that all remedial action necessary to protect human health and the environment has been taken before the date of this conveyance. Grantor warrants that it shall take any additional response action found to be necessary after the date of this conveyance regarding hazardous substances located on the Property on the date of this conveyance.

This covenant shall not apply:

- a. in any case in which Grantee, its successor(s) or assign(s), or any successor in interest to the Property or part thereof is a Potentially Responsible Party (PRP) with respect to the Property immediately prior to the date of this conveyance.
- b. to the extent but only to the extent that such additional response action or part thereof found to be necessary is the result of an act or failure to act of the Grantee, its successor(s) or assign(s), or any party in possession after the date of this conveyance that either:
  - i. results in a release or threatened release of a hazardous substance that was not located on the Property on the date of this conveyance; OR
  - ii. causes or exacerbates the release or threatened release of a hazardous substance the existence and location of which was known and identified to the applicable regulatory authority as of the date of this conveyance; OR
  - iii. in the case of a hazardous substance(s) previously unknown by the Grantor and Grantee as of the date of this conveyance, but which is hereafter discovered by Grantee, its successor(s) or assign(s), or any part in possession and where after such discovery, Grantee, its successor(s) or assign(s), or any party in possession thereafter causes or exacerbates a release or threatened release of such hazardous substance(s).

In the event Grantee, its successor(s) or assign(s), seeks to have Grantor conduct or pay for any additional response action and as a condition precedent to grantor incurring any additional cleanup obligation or related expenses, the Grantee, its successor(s) or assign(s), shall provide Grantor at

least 45 days written notice of such a claim. In order for the 45-day period to commence, such notice must include and provide credible evidence that:

- a. the associated contamination existed prior to the date of this conveyance; and
- b. the need to conduct any additional response action or part thereof was not the result of any act or failure to act by the Grantee, its successor(s) or assign(s), or any party in possession.

**3. ACCESS.** Grantor reserves a right of access to all portions of the Property for environmental investigation, remediation or other corrective action. This reservation includes the right of access to and use of available utilities at reasonable cost to Grantor. These rights shall be exercisable in any case in which a remedial action, response action or corrective action is found to be necessary after the date of this conveyance, or in which access is necessary to carry out a remedial action, response action or corrective action on adjoining property. Pursuant to this reservation, the United States of American and its respective officers, agents, employees, contractors and subcontractors shall have the right (upon reasonable advance written notice to the record title owner) to enter upon the Property and conduct investigations and surveys, to include drilling, test-pitting, borings, data and records compilation and other activities related to environmental investigation, and to carry out remedial or removal actions as required or necessary, including but not limited to the installation and operation of monitoring wells, pumping wells, and treatment facilities. Any such entry, including such activities, responses or remedial actions, shall be coordinated with record title owner and shall be performed in a manner that minimizes interruption with activities or authorized occupants.

4. This sale is made and the conveyance of the hereinabove described property shall be made under and in consideration of the following agreements which will be set forth in the final instrument of conveyance in the following manner:
  - a. Grantee has inspected the hereinabove described and conveyed property and has satisfied him/her/itself that the property is free of any hazardous substance(s) or petroleum products or their derivatives, calcium hypochlorite, batteries, and insecticides, and Grantee, his heirs and assigns, will indemnify, protect, defend, save and hold harmless Grantor, and Grantor's employees, officers, representatives, attorneys and agents, from and against any and all debts, duties, obligations, liabilities, suits, claims, demands, causes of action, damages, losses, cost and expenses (including without limitation, costs associated with any investigation, monitoring, sampling, testing or removal of hazardous substance(s), attorneys' fees and expenses and court costs) in any way relating to, connected with, and/or arising out of the discovery of any hazardous substance(s) or petroleum product(s) or their derivatives, calcium hypochlorite, batteries, and insecticides, which may have contaminated the hereinabove and conveyed property after the date of this Deed.
  - b. Grantee covenants for itself, its successors and assigns and every successor in interest to the property herein described or any part thereof, that any construction or alteration is prohibited unless a determination of no hazard to air navigation is issued by the FAA in accordance with Title 14, Code of Federal Regulations, Part 77,

entitled, "Objects Affecting Navigable Airspace," or under the authority of the Federal Aviation Act of 1958, as amended.

**5. NOTICE of Lead-based Paint for Non-Residential Real Property Constructed Prior to 1978.**

Every acquirer of any interest in real property on which a building was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk and may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to converting the property to a residential dwelling.

**6. Notice of the Presence of Asbestos – WARNING!**

- a. The Purchaser is warned that the property offered for sale contains asbestos containing materials. Unprotected or unregulated exposures to asbestos in product manufacturing, shipyard, and building construction workplaces have been associated with asbestos-related diseases. Both the Occupational Safety and Health Administration (OSHA) and the Environmental Protection Agency (EPA) regulate asbestos because of the potential hazards associated with exposure to airborne asbestos fibers. Both OSHA and EPA have determined that such exposure increases the risk of asbestos-related diseases, which include certain cancers and which can result in disability or death.
- b. Bidders (Offerors) are invited, urged and cautioned to inspect the property to be sold prior to submitting a bid (offer). More particularly, Bidders (Offerors) are invited, urged and cautioned to inspect the property as to its asbestos content and condition and any hazardous or environmental conditions relating thereto. The disposal agency will assist Bidders (Offerors) in obtaining any authorization(s) which may be required in order to carry out any such inspection(s). Bidders (Offerors) shall be deemed to have relied solely on their own judgment in assessing the overall condition of all or any portion of the property including, without limitation, any asbestos hazards or concerns.
- c. No warranties either expressed or implied are given with regard to the condition of the property including, without limitation, whether the property does or does not contain asbestos or is or is not safe for a particular purpose. The failure of any Bidder (Offeror) to inspect, or to be fully informed as to the condition of all or any portion of the property offered, will not constitute grounds for any claim or demand for adjustment or withdrawal of a bid or offer after its opening or tender.
- d. The description of the property set forth in the IFB and any other information provided therein with respect to said property is based on the best information available to the disposal agency and is believed to be correct, but an error or omission, including but not

limited to the omission of any information available to the agency having custody over the property and/or any other Federal agency, shall not constitute grounds or reason for nonperformance of the contract of sale, or any claim by the Purchaser against the Government including, without limitation, any claim for allowance, refund, or deduction from the purchase price.

- e. The Government assumes no liability for damages for personal injury, illness, disability or death, to the Purchaser, or to the Purchaser's successors, assigns, employees, invitees, or any other person subject to Purchaser's control or direction, or to any other person, including members of the general public, arising from or incident to the purchase, transportation, removal, handling, use, disposition, or other activity causing or leading to contact of any kind whatsoever with asbestos on the property which is the subject of this sale, whether the Purchaser, its successors or assigns has or have properly warned or failed properly to warn the individual(s) injured.
- f. The Purchaser further agrees that in its use and occupancy or the property it will comply with all Federal, state, and local law relating to asbestos.

## **SPECIAL TERMS OF SALE**

### **1. BID DEPOSIT.**

Paragraph 12 of Instructions to Bidders, requires a bid deposit to accompany each bid. The amount of such bid deposit must be **\$30,000**. Such bid deposit **must be:**

- a. **in the form of a cashier's check payable to the order of "General Services Administration"** Cashier's Checks must be in the official name of the person or organization registering to bid and bidder's Tax Identification Number (SSN/TIN) must be provided to allow for timely refund of unsuccessful bids.
- b. **by credit card.** Credit card deposits must be made on the Bid Deposit by Credit Card Form provided in this IFB.

### **2. BALANCE OF PURCHASE PRICE.**

Payment of the balance of the purchase price and required special deposit, if any, **shall be effected by wire transfer of funds**. Such wire transfer shall be initiated by the bidder and effectuated by the bidder having its bank transmit the required monies by transmitting a funds transfer message to the United States Treasury. The format and procedure for transmitting the required wire transfer message to the United States Treasury will be provided to each successful bidder upon acceptance by the Government of such bid.

### **3. METHOD OF AWARD.**

Successful High Bidder(s) will be notified by letter that award has been made on the item(s) bid.

## **GENERAL TERMS OF SALE**

### **(GOVERNMENT REAL AND RELATED PERSONAL PROPERTY)**

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#### **1. TERM - "INVITATION FOR BIDS."**

The term "Invitation for Bids" as used herein refers to the foregoing Invitation for Bids, and its schedule; the Instructions to Bidders; the general terms of sale set forth herein; and the provisions of the Special Terms of Sale, Bid Form, and Acceptance all as may be modified and supplemented by any addenda that may be issued prior to the time fixed in the Invitation for Bids for the opening of bids or conducting of an auction.

#### **2. DESCRIPTIONS IN INVITATION FOR BIDS.**

The descriptions of the property set forth in the Invitation for Bids and any other information provided therein with respect to said property are based on information available to the GSA sales office and are believed to be correct, but any error or omission, including but not limited to the omission of any information available to the agency having custody over the property and/or any other federal agency, shall not constitute ground or reason for nonperformance of the contract of sale, or claim by purchaser for allowance, refund, or deduction from the purchase price.

#### **3. INSPECTION.**

Bidders are invited, urged, and cautioned to inspect the property to be sold prior to submitting a bid. The failure of any bidder to inspect, or to be fully informed as to the condition of all or any portion of the property offered, will not constitute grounds for any claim or demand for adjustment or withdrawal of a bid after the bid opening or auction.

#### **4. Property Conveyed "AS IS" and "WHERE IS"**

As a material part of the Consideration for this deed, Grantor and Grantee agree that Grantee is taking the Property **"AS IS" AND "WHERE IS"** with any and all latent and patent defects and that there is no warranty by Grantor that the Property has a particular financial value or is fit for a particular purpose. Grantee, for itself and its successors and assigns, or any party-in-possession of the Property, or any part thereof, further acknowledges that Grantor has made no representations or warranty concerning the zoning, condition and state of repair of the Property nor has Grantor made any other agreement or promise to alter, improve, adapt or repair the Property not otherwise contained herein, but is relying solely on Grantee's examination of the Property. Grantee takes the Property with the express understanding and stipulation that there are no express or implied warranties

#### **5. ZONING.**

Verification of the present zoning and determination of permitted uses thereunder, along with compliance of the property for present or proposed future use, shall be the responsibility of the bidder and the Government makes no representation in regard thereto. The Government does not guarantee that any zoning information is necessarily accurate or will remain unchanged. Any inaccuracies or changes in the zoning information shall not be cause for adjustment or rescission of any contract resulting from this Invitation for Bids or Sales Agreement.

#### **6. CONTINUING OFFERS.**

Each bid received shall be deemed to be a continuing offer after the date of bid opening or auction for 90 calendar days, unless the bid is accepted or rejected by the Government before the expiration

of the 90 calendar days. If the Government desires to accept any bid after the expiration of the 90 calendar days, the consent of the bidder shall be obtained prior to such expiration.

#### 7. POSSESSION.

- i. The Unless otherwise provided for in writing by the Government in its sole discretion, the successful bidder agrees to accept possession of the Property within 15 calendar days after acceptance of his/her bid. Should the successful bidder fail to take actual possession within such period, bidder shall, nonetheless be charged with constructive possession commencing at 12:01 a.m., local time at the location of the property, on the 16th calendar day after such request by the Government. The word "possession" shall mean either actual physical possession or constructive possession.
- ii. Although by assuming possession under (a), above, the bidder incurs certain responsibilities and obligations under other conditions of this contract, such possession does not confer any right in the bidder either to make any alterations or improvements in or to the property or to use it for any purpose of his own without first obtaining the written permit of the Contracting Officer. Any such permit will be conditioned on the bidder paying to the Government for the privileges granted, for the period from the date of the approval to the date of conveyance, an amount equal to the interest for such interval of time on the unpaid balance of the purchase price. The interest rate shall be computed based on the yield of 10-year United States Treasury maturities as reported by the Federal Reserve Board in "Federal Reserve Statistical Release H.15" plus 1-1/2% rounded to the nearest one-eighth percent (1/8%) as of the date of bid acceptance.
- iii. BIDDER, AS A PERMIT HOLDER, AGREES TO BE FULLY RESPONSIBLE FOR ANY CLAIMS, INCLUDING, BUT NOT LIMITED TO CLAIMS FOR PERSONAL INJURY AND DEATH, DAMAGE TO PROPERTY, AND ATTORNEY'S FEES ARISING DIRECTLY OR INDIRECTLY FROM THE PERMIT HOLDER'S ENTRY UPON, POSSESSION, CONTROL, OR USE OF PROPERTY UNDER THE CUSTODY AND CONTROL OF THE UNITED STATES OF AMERICA OR ARISING FROM THE CONDUCT OF PURCHASER'S POSSESSION OF THE PROERTY.
- iv. The Permit Holder shall comply with all applicable Federal laws, rules, and regulations and all applicable State and local laws, rules and regulations in its activities on the Property
- v. In the event Purchaser fails to close and accept title to the Property for any reason whatsoever, Purchaser further agrees to restore and return to its original location and condition any property, both real and personal, of the United States of America which was be removed, destroyed, and/or damaged while Purchaser was in possession of the Property at the sole cost and expense of the Purchaser, under the direction of the GSA Contracting Officer.

#### 8. TAXES.

As of the date of assumption of possession of the property, or the date of conveyance, whichever occurs first, the successful bidder shall assume responsibility for all general and special real and personal property taxes which may have been or may be assessed on the property and to prorate sums paid, or due to be paid, by the Government in lieu of taxes.

#### 9. RISK OF LOSS.

As of the date of date of assumption of possession or the date of conveyance, whichever occurs first, the Buyer of the property under the terms of this Agreement, Buyer shall assume all responsibility for the care and handling and all risks of loss or damage to the property, including but not limited to all buildings and other improvements located thereon and have all obligations and liabilities of ownership. As a material part of the consideration for this Offer to Purchase, Seller and Purchaser agree that, as of

the time of contract acceptance, Purchaser is taking the Property "AS IS" and "WHERE IS", with any and all latent and patent defects and that there is no warranty by Seller that the Property has a particular financial value or is fit for a particular purpose. Purchaser acknowledges and stipulates that Purchaser is not relying on any representation, statement, or other assertion with respect to the Property condition but is relying on Purchaser's examination of the Property. Purchaser takes the Property with the express understanding and stipulation that there are no express or implied warranties and no claim for any allowance or deduction upon such grounds will be considered after the bid opening or conclusion of an auction.

- a. In the event a bid to purchase on credit terms is accepted, the successful bidder shall procure and maintain insurance at bidder's expense during the term credit is extended effective as of the date of assumption of possession of the property or the date of conveyance, whichever occurs first, for the benefit of the Government in such kinds and amounts as may be required by the Government.
- b. In the event a bid to purchase for cash is accepted and possession of the property is assumed by the successful bidder prior to the date of conveyance, the successful bidder shall procure and maintain insurance at bidder's expense, effective for the period from the date of assumption of possession to date of conveyance, for the benefit of the Government in such kinds and amounts as may be required by the Government.
- c. Fire, extended coverage, and vandalism and malicious mischief insurance shall be maintained on the real and personal property covered by the bid, and such other property insurance as required to protect the Government's interest, and shall be in such amounts which, after taking into account the coinsurance provision, if any, of the insurance policies, will protect the unpaid indebtedness. All property insurance policies furnished in connection with credit sales shall be written in the name of the bidder, but shall name General Services Administration, as loss payee under a Standard Mortgage Clause (non-contributing) for real property and as a loss payee for personal property.
- d. Insurance required by the Government shall be in companies acceptable to the Government and shall include such terms and provisions as may be required to provide coverage satisfactory to the Government. The original insurance policies or binders of insurance for the required insurance shall be provided as of the date of closing of the sale and all insurance policies or binders shall include a thirty (30) calendar day notice of cancellation to GSA.
- e. Information concerning insurance requirements will be furnished by the Real Property Disposal Division.

#### 10. ANTITRUST LAWS.

The contract made by acceptance of a bid by the Government may be transmitted to the Attorney General of the United States for his advice as to whether the sale would tend to create or maintain a situation inconsistent with the antitrust laws. The acceptance of any bid by the Government may be rescinded by the Government, in case unfavorable advice is received from the Attorney General, without liability on the part of the Government other than to return the earnest money deposit without interest.

#### 11. REVOCATION OF BID AND DEFAULT.

In the event of revocation of a bid after the opening of bids or conducting of an auction but prior to acceptance, or in the event of revocation of a bid after notice of acceptance, or in the event of any default by the successful bidder in the performance of the contract of sale created by such acceptance, or in the event of failure by the successful bidder to consummate the transaction, the deposit, together with any payments subsequently made on account, may be forfeited at the sole

option of the Government, in which event the bidder shall be relieved from further liability, or without forfeiting the said deposit and payments, the Government may avail itself of any legal or equitable rights which it may have under the bid or contract of sale.

#### 12. GOVERNMENT LIABILITY.

If this Invitation for Bids is accepted by the Seller and: (1) Seller fails for any reason to perform its obligations as set forth herein; or (2) title does not transfer or vest in the Purchaser for any reason although Purchaser is ready, willing, and able to close, or (3) any other contractual claim and/or cause of action hereafter accrues in favor of Purchaser under the terms of this Offer to Purchase, Seller's liability to Purchaser shall be strictly limited to all amounts of money Purchaser has paid to Seller without interest whereupon Seller shall have no further liability to Purchaser.

#### 13. TITLE EVIDENCE.

Any title evidence which may be desired by the successful bidder will be procured by him at his sole cost and expense. The Government will, however, cooperate with the successful bidder or his authorized agent in this connection, and will permit examination and inspection of such deeds, abstracts, affidavits of title, judgments in condemnation proceedings, or other documents relating to the title of the premises and property involved, as it may have available. It is understood that the Government will not be obligated to pay for any expense incurred in connection with title matters or survey of the property.

#### 14. TITLE

If a bid for the purchase of the property is accepted, the Government's interest will be conveyed by a quitclaim deed or deed without warranty and/or, where appropriate, a bill of sale in conformity with local law and practice.

#### 15. TENDER OF PAYMENT AND DELIVERY OF INSTRUMENT OF CONVEYANCE.

The Government shall set a sale closing date, said date to be not later than 30 calendar days after acceptance of the bid. On the closing date, the successful bidder shall tender to the Government, by wire transfer, the balance of the purchase price. Upon such tender being made by the successful bidder, the Government shall deliver to the successful bidder the instrument, or instruments, of conveyance. The Government reserves the right to extend the closing date for a reasonable amount of time for purposes of preparing necessary conveyance documents. In any event, if possession was assumed by the successful bidder prior to the date of conveyance, the successful bidder shall pay, in addition to the purchase money due, an amount determined in accordance with 7, above.

#### 16. DELAYED CLOSING.

The successful bidder shall pay either: (i) a liquidated damages assessment of \$250 per day; or (ii) interest on the outstanding balance of the purchase price (whichever is higher) if the closing of the sale is delayed, and the delay is caused, directly or indirectly, by the successful bidder's action and not by any action on the part of the Government. The interest rate shall be computed based on the yield of 10-year United States Treasury maturities as reported by the Federal Reserve Board in "Federal Reserve Statistical Release H.15" plus 1-½% rounded to the nearest one-eighth percent (⅛%) as of the date of bid acceptance. The Government further specifically reserves the right to refuse any request for extension of closing..

#### 17. DOCUMENTARY STAMPS AND COST OF RECORDING.

The successful bidder shall pay all taxes and fees imposed on this transaction and shall obtain at bidder's own expense and affix to all instruments of conveyance and security documents such revenue and documentary stamps as may be required by Federal and local law. All instruments of

conveyance and security documents shall be placed on record in the manner prescribed by local recording statutes at the successful bidder's expense.

#### 18. CONTRACT.

The Invitation for Bids, and the bid when accepted by the Government, shall constitute an agreement for sale between the successful bidder and the Government. Such agreement shall constitute the whole contract to be succeeded only by the formal instruments of transfer, unless modified in writing and signed by both parties. No oral statements or representations made by, or for, or on behalf of either party shall be a part of such contract. Nor shall the contract, or any interest therein, be transferred or assigned by the successful bidder without consent of the Government, and any assignment transaction without such consent shall be void.

#### 19. OFFICIALS NOT TO BENEFIT.

No member of or delegate to the Congress, or resident commissioner, shall be admitted to any share or part of the contract of sale or to any benefit that may arise therefrom, but this provision shall not be construed to extend to the contract of sale if made with a corporation for its general benefit.

## **INSTRUCTIONS TO BIDDERS – Online Auction**

(Government Real and Related Personal Property)

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#### 1. TYPE OF SALE.

The method of sale used here is an On-line Auction, which can also be described as a written auction. It is much like an oral auction except that instead of voice bids, electronic or written bids are submitted; and, instead of having to travel to attend the bidding, you can submit your bid by computer, fax or mail and increase your bid by either mail, fax or from your computer on the Internet from your home or office. Bidding will take place over a couple of weeks or until the property is sold. You can find out when new bids come in and what the high bids are by viewing our web page at **[www.auctionrp.com](http://www.auctionrp.com)**.

#### 2. BIDDING IN GENERAL.

Bids will be received until a high bid is awarded. All bids are irrevocable for 90 days from the date of receipt by the Government. The bid that represents the best value to the Government will be considered for acceptance. **THE GOVERNMENT RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS AT ANY TIME FOR ANY REASON.**

#### 3. REGISTERING BIDDERS, USER ID & PASSWORD.

##### a. Registration is a 3-step process.

- (1) Online registration on our Internet sale site **[www.auctionrp.com](http://www.auctionrp.com)**.
- (2) Bid Form in this Invitation for Bids (IFB) must be filled out, signed and dated and returned to the sales office identified in the IFB. Faxed Bid Forms are acceptable.
- (3) The authorized Bid Deposit payment methods are by Cashier's Check or by Credit Card using the Bid Deposit by Credit Card Form in this IFB. Personal or business checks are NOT acceptable. Cash is not recommended.

##### b. **Once the Bid Form, on-line registration, and bid deposit are received by the sales office, the bidder's User ID and Password from the online registration will be activated and electronic bids may be made.**

The bidder's User ID will be used to identify the bidders on the auction web page. Bidders assign their own User ID (limited to eight (8) characters) and Password. However, as this is a public forum, privacy of bidder names and addresses is not implied and may be released to third parties. If you do not register online, a User ID and Password will be assigned to you. The User ID must be on the bid form when

submitting bid increases, by mail or fax. The User ID number will be used to identify the bidders on our auction web page, [www.auctionrp.com](http://www.auctionrp.com).

4. CONTINUOUS BIDDING RESULTS.

The current high bid is available any time (24 hours a day) by viewing the auction at [\*\*www.auctionrp.com\*\*](http://www.auctionrp.com).

5. BID FORM.

- a. Bids must be submitted on the Bid Form accompanying this Invitation for Bids, and all information and certifications called for thereon must be furnished. Bids submitted in any other manner or which fail to furnish all information or certifications required may be summarily rejected. Faxed bids are acceptable and may be modified or withdrawn by confirmed request prior to the time of award. The High Bidder identified at the end of the sale shall provide an original, signed and dated Bid Form to the GSA sale office prior to closing.
- b. Bid Forms shall be filled out legibly with all erasures, strikeouts, and corrections initialed by the person signing the bid and the bid must be manually signed.
  - (1) Check appropriate box for Initial or Increased Bid.
  - (2) Fill in Date of Bid line.
  - (3) Fill in Bid Amount in the space indicated.
  - (4) Check the appropriate Bidder circle whether bidding as an individual, trustee, partnership or corporation.
  - (5) Fill in the Name, Address, and Phone Number section of the Bid Form.
  - (6) Sign and Date the Bid Form.
- c. Bids must be submitted without contingencies.
- d. Bids that are not submitted on GSA forms will be rejected.
- e. Negligence on the part of the bidder in preparing and submitting the bid confers no right for withdrawal or modification of the bid after it has been received.
- f. In submitting an initial bid, return the Bid Form (in duplicate) and bid deposit. Retain all other documents, including one copy of the Bid Form, for your record.

6. BID ENVELOPES.

Envelopes containing bids must be sealed and addressed to the bid receiving office stated in this Invitation for Bids. The name and address of the bidder must be shown in the upper left corner of the bid envelope, and the invitation number and the phrase "Bid for Real Property" must be shown in the lower left corner of the envelope. No responsibility will attach to any officer of the Government for the failure to open a bid not properly addressed and identified.

7. INCREASING A BID ONLINE.

If you learn from the web page that your bid is not the high bid, you can submit a higher bid until such time as bidding is closed. Increases in previously submitted bids are welcome and the bid deposit from your first bid will apply to subsequent increased bids. If your bid is not accurately shown on the web page, then you must call us at 817-978-2331. By submitting your bid through our web page, you are agreeing that your Internet bid is a binding offer subject to all the terms of this IFB.

8. INCREASING A BID BY FAX.

- a. Bids by fax may be made by using the bid deposit form in the bid package. By faxing your bid, you are agreeing that your faxed bid is a binding offer. Faxed bids must be completely filled out and signed. The fax number for increased bids or initial bids is (817) 978-0212.

- b. A bid submitted by fax will only be accepted during business hours and must arrive at the place and by the date and time that the Government has specified as the deadline for receipt of bids. If a bidder chooses to transmit a bid by fax, the Government will not be responsible for any failure attributable to the transmission or receipt of the faxed bid, including, but not limited to, the following:
- (1) Receipt of a garbled or incomplete bid
  - (2) Availability or condition of the receiving facsimile equipment
  - (3) Incompatibility between the sending and receiving equipment
  - (4) Delay in transmission or receipt of bid
  - (5) Failure of the bidder to properly identify the bid
  - (6) Illegibility of bid
  - (7) Security of bid data

If your fax bid is not reflected on the web page and your bid is higher than the announced bid, you must call the Sales Office at (817) 978-2331 for verification that your bid was received.

9. "SOFT CLOSE" BID SURVIVAL.

The Government will announce a date and time for the receipt of final bids on the sale web page. On that date and time, Central Time, a clock starts for the High Bid survival period, usually 24-hours. If the high bid on the announced date and time survives the full Soft Close interval without challenge, then bidding will close at the stated time and consideration for award will be given to the High Bidder. If an increased bid of the increment stated is received within challenge period, then bidding will be held over for an additional Soft Close interval (excluding weekends and Federal holidays) on the same terms. This process will continue until a bid survives the full Soft Close bid interval unchallenged. **Bid survival time intervals may be changed from 24 hours (reduced or increased) as determined by the Government. Bid increment amounts may also be changed as determined by the Government. Bidder agrees that notices of changes to the sale are satisfactory when made available on the sale web page at <http://auctionrp.com>.**

10. FINAL BIDS AND ENDING OR SUSPENDING THE SALE.

Once bidding stops and a high bid has been determined, the high bidder will be considered for award of sale and the sale will be ended. There is no guarantee that the Government will accept the high bid. The Government reserves the right to stop the sale for any reason without award and start a new sale at any time. The Government may resolve bidding conflicts by determining who is the high bidder and high bid and re-open bidding until bidding stops as described above. The Government may temporarily suspend a sale to resolve sale controversies and resume a sale at any time.

11. BROKER PARTICIPATION

1. A commission will be paid as follows to any properly licensed real estate broker/agent who submits his/her Broker Participation Registration Form according to the terms and conditions of the Invitation for Bids for this sale and whose client is the successful purchaser of the property. Commission is earned only at closing and funding for the total contract price for the property.
  - a. Two percent (2.0%) commission will be paid on the Initial Written Bid Amount on the Bid Form that matches the client's opening bid.
  - b. One percent (1.0%) commission will be paid on the balance remaining between an initial written opening bid amount shown on the Bid Form and the final High Bid Price.

2. If no Initial Written Opening Bid is written on the Bid Form, then a total of one percent (1.0%) of the high bid price of the property(s) purchased by that broker's client will be paid to that broker as a commission.
3. The broker's commission will not exceed two percent (2.00%) of the High Bid Price of the property(s) purchased by that broker's client.
4. In order to be entitled to any commission, the broker must:
  - a. Register his/her client by filling out the Bid Form and Buyer's Broker Participation Registration Form in full, including the signature of the client on the form.
  - b. Submit the Buyer's Broker Participation Registration Form via fax at **817-978-2063** or mail to: **U.S. General Services Administration, Real Property Utilization & Disposal Division (7PZ), 819 Taylor Street, Rm. 8A10, Fort Worth, Texas 76102**. . Broker forms arriving without a Bid Form will not be honored. Broker Registration forms sent anywhere other than the above address and fax number will not be honored.
  - c. Attend and register with the client at the auction and encourage bidding.
  - d. Abide by the guidelines outlined herein.
5. Initial opening bids received by GSA with a Buyer's Broker Participation Form will be placed on-line on behalf of the bidder. Opening bids will be taken in the order received and only the highest bids received will be placed. If more than one bidder should submit the same opening bid amount, the form first received by GSA will take precedence.

#### 12. BID EXECUTED ON BEHALF OF BIDDER.

A bid executed by an attorney or agent on behalf of the bidder shall be accompanied by an authenticated copy of his Power of Attorney or other evidence of his authority to act on behalf of the bidder.

- a. Corporation. If the bidder is a corporation, the Certificate of Corporate Bidder must be executed. The certificate must be executed under the corporate seal by some duly authorized officer of the corporation other than the officer signing the bid. In lieu of the Certificate of Corporate Bidder, there may be attached to the bid copies of so much of the records of the corporation as will show the official character and authority of the officer signing, duly certified by the secretary or assistant secretary, under the corporate seal, to be true copies.
- b. Partnership. If the bidder is a partnership, and all partners sign the bid, with a notation that they are all the partners, the Government will not ordinarily require any further proof of the existence of the partnership. If all the partners do not sign the bid, then the names of all those except limited partners must be furnished on the bid and the Government, in its discretion, may require evidence of the authority of the signer(s) to execute the bid on behalf of the partnership.

#### 13. BID DEPOSIT TERMS - REGISTRATION.

- a. A bid deposit not less than the amount required by this Invitation for Bids must accompany each bid, as follows: In the form of a **cashier's check payable to the order of: "General Services Administration"**. Bid deposits by Cashier's Check must be accompanied by the Tax Identification Number (Social Security Number or business Tax ID Number) and official full name. Failure to so provide such bid deposit shall require rejection of the bid. Upon acceptance of a bid and award, the appropriate bid deposit of the successful bidder shall be applied toward payment

of the successful bidder's obligation to the Government. Appropriate bid deposits accompanying bids that are rejected will be refunded to bidders, without interest, usually within 30 business days after rejection of the bids.

- b. Credit cards (Visa, MasterCard, American Express, Discover) may be used for Bid Deposits and will be accepted only with the Bid Deposit by Credit Card form provided in the IFB. CREDIT CARD DEPOSITS SUBMITTED WITHOUT THE "BID DEPOSIT BY CREDIT CARD" FORM WILL NOT BE REGISTERED UNTIL THE SALE OFFICE RECEIVES THE FORM. Credit card deposits on rejected bids will be credited, usually within 15 business days after rejection of the bid. Faxes of all required forms are acceptable.

#### 14. BID DEPOSIT TERMS – HIGH BIDDER 10% BID DEPOSIT

- a. Within five (5) business days of acceptance of an offer and award by the Government, the successful bidder agrees to deposit an additional amount, if any, which when added to the registration deposit, will equal at least ten percent (10%) of the amount bid. Failure to so provide such additional bid deposit within five (5) business days of the Government's acceptance of an offer and award shall require rejection of the bid as a default under the terms of Paragraph 12 of the General Terms of Sale herein.
- b. Upon acceptance of a bid, the appropriate bid deposit of the successful bidder shall be applied towards payment of the successful bidder's obligation to the Government. **The full balance of the purchase price is payable within thirty (30) calendar days after award.** At the time of closing, all cash money paid by the Purchaser will be credited, without interest, toward the total purchase price.
- c. Bid deposits received from the two highest bidders will be held as stipulated in Paragraph 14, Backup Bidder. All other registration deposits will be returned.

#### 15. BACKUP BIDDER

The second-highest bidder will be the Backup Bidder. The Backup Bidder may be considered for award as successful bidder for the duration of Continuing Offer period described in paragraph 6, General Terms of Sale, herein: 1) if the original High Bidder is unable to consummate the transaction; 2) if the original High Bidder fails to increase its initial bid deposit to required 10% of the purchase price. The Backup Bidder's deposit may be retained, without interest, until the High Bidder consummates the transaction. When the Backup Bidder is converted to the successful bidder, all terms, conditions and agreements described in the IFB are applicable to the successful bidder. Subsequently, the bid deposit of the Backup Bidder will be returned as described in Paragraph 12, above if not converted to the successful bidder. In the event that the Government is unable to consummate the transaction with the highest or backup bidder, the Government reserves the right to consider the remaining bid(s) and make an award that is in the best interest of the Government.

#### 16. ACCEPTABLE BID.

A bid received from a responsible bidder whose bid, conforming to this Invitation for Bids, will be most advantageous to the Government, price and other factors considered, is an acceptable bid. In the event two or more acceptable bids are received that are equal in all respects, the selection will be made by a drawing by lot limited to such equal bids.

#### 17. NOTICE OF ACCEPTANCE OR REJECTION.

Notice by the Government of acceptance or rejection of a bid shall be deemed to have been sufficiently given when announced on the Sales Office's web site, faxed, e-mailed, or regularly mailed to the bidder or his duly authorized representative at the address indicated in the Bid Form. The Government's processing of a bid deposit shall not, in itself, constitute acceptance of the bidder's offer. The Government reserves the right to reject any or all bids or portions thereof for any reason.

#### 18. ADDITIONAL INFORMATION.

The General Services Administration issuing office, at the address given in this Invitation for Bids will, upon request, provide additional copies of this Invitation for Bids, and answer requests for additional

available information concerning the property offered to facilitate preparation of bids. Each bid submitted shall be deemed to have been made with full knowledge of all terms, conditions, and requirements contained in this Invitation for Bids and any amendments made thereto prior to award of sale.

19. WAIVER OF INFORMALITIES OR IRREGULARITIES.

The Government may, at its election, waive any minor informality or irregularity in bids received.

## **Additional Helpful Information**

- Bid deposits made by Cashier's Check should be made payable to **"U.S. General Services Administration."**
- At Soft Close, bids have to survive a stated time each day as designated. **Timing or "Sniping" bids has no effect on GSA's Soft Close and does not improve the chances of winning the auction.**
- **The Invitation for Bids may be amended at any time.** Amendments are announced on the GSA website at <https://propertydisposal.gsa.gov>. Always contact the sales office if you think you don't have the most recent version of the bidding documents.

## SAMPLE QUITCLAIM DEED

STATE OF \_\_\_\_\_ }  
COUNTY OF \_\_\_\_\_ }      KNOW ALL MEN BY THESE PRESENTS:

THAT the UNITED STATES OF AMERICA acting by and through the Administrator of General Services (hereinafter sometimes called "GRANTOR"), under and pursuant to authority of the Federal Property Act, ( 40 USCS 541, et seq.) as amended, and rules, orders, and regulations issued pursuant thereto, for and in consideration of the sum of \_\_\_\_\_ (SALES PRICE) Dollars (\$ \_\_\_\_\_) duly paid by \_\_\_\_\_ (GRANTEE'S NAME), \_\_\_\_\_ (GRANTEE'S ADDRESS) the receipt of which is hereby acknowledged, hereby QUITCLAIMS unto the said (GRANTEE'S NAME) (hereinafter sometimes called "GRANTEE"), his heirs and assigns, subject to the reservations, exceptions, covenants and conditions hereinafter set forth, all of its right, title, and interest in the following described property situated in the County of \_\_\_\_\_ (COUNTY) \_\_\_\_\_, State of (STATE), to wit:

(Property description, as contained in SCHEDULE, to be inserted.)

TO HAVE AND TO HOLD the foregoing property together with all and singular the rights, privileges, and appurtenances thereunto in anywise belonging unto said Grantee, his heirs and assigns forever, subject to the reservations, exceptions, covenants and agreements herein contained.

This quitclaim deed and conveyance is expressly made subject to the following reservations in favor of the United States of America, and its assigns: (Provisions and clauses of reservation, as set forth in the SCHEDULE, to be inserted).

This quitclaim deed and conveyance is expressly made subject to the following matters to the extent and only to the extent the same are valid and subsisting and affect the property: (Provisions as to exceptions and other provisions, as set forth in the SCHEDULE, to be inserted).

Grantee covenants for himself, his heirs, assigns and every successor in interest to the property herein described or any part thereof that it shall abide by each of the following covenants, each of which will be covenants running with the land. In addition, the UNITED STATES OF AMERICA shall be deemed a beneficiary of each of the following covenants without regard to whether it remains the owner of any land or interest therein in the locality of the property hereby conveyed and shall have a right to enforce each of the following covenants in any court of competent jurisdiction; provided, however, the UNITED STATES OF AMERICA shall have no affirmative duty to any successor in title to the Quitclaim Deed to enforce any of the following covenants: (Provisions of covenants as set forth in the SCHEDULE, to be inserted).

(Provisions and clauses of reservation, as set forth in SCHEDULE, to be inserted.)

(Provisions as to exceptions, as set forth in the SCHEDULE, to be inserted)

(Provisions of covenants as set forth in the SCHEDULE, to be inserted)

(Other provisions, as set forth in the SCHEDULE, to be inserted)

The interest quitclaimed hereby has been reported to the Administrator of General Services and has been determined to be surplus for disposal pursuant to said Federal Property Act 40 USC 541 et, seq, and applicable rules, orders and regulations.

IN WITNESS WHEREOF, the United States of America has caused these presents to be executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

UNITED STATES OF AMERICA  
Acting by and through the  
Administrator of General Services

WITNESSES:

By: NAME  
TITLE  
Greater Southwest Region  
General Services Administration

(Appropriate Acknowledgment to be added)

## SAMPLE    SAMPLE    SAMPLE

**BID FORM (Page 1 of 2)**

FOR PURCHASE OF GOVERNMENT REAL PROPERTY  
(TO BE EXECUTED AND SUBMITTED IN DUPLICATE-Photocopies are acceptable)

Write Your AuctionRP User ID Here

**Waterloo SSA Building**  
**Waterloo, Iowa**

**Sale # GSA-R-1620**

The undersigned bidder(s) hereby offers and agrees, if this bid is accepted within ninety (90) calendar days after the date of acceptance, to purchase the property described in the Schedule portion of this Invitation for the bid price entered below. This offer is subject to the provisions of the Invitation for Bids including the Schedule, the Special Terms of Sale, Instructions to Bidders; General Terms of Sale; the Bid Form and Acceptance all of which are incorporated herein as part of this bid.

**Bid Amount:** \$ \_\_\_\_\_

Enclosed pursuant to paragraph 12 of Instructions to Bidders is a Bid Deposit in amount of:

**Bid Deposit:** \$ 30,000

In the event this bid is accepted, the instrument of conveyance should name the following as Grantee(s):

Include the manner of holding title (Husband and Wife, Joint Tenants, etc.) If applicable.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Name and address of bidder (type or print)

Name: \_\_\_\_\_

Street: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Telephone Number ( \_\_\_\_\_ ) \_\_\_\_\_

Signature and Date

Bidder represents that they operate as:  
(check the appropriate box)

☐ an individual

☐ an individual doing business as:

\_\_\_\_\_  
☐ a partnership consisting of:

\_\_\_\_\_  
☐ a trustee acting for:

\_\_\_\_\_  
☐ a corporation, incorporated in the state of:

\_\_\_\_\_  
(If bidding as a corporation, the Certificate of Corporate Bidder, on back, must be executed and submitted in accordance with the Instructions to Bidders, Paragraph 3a., of this Invitation for Bids.)

\_\_\_\_\_  
Signer's name and title (type or print)

**BID FORM (Page 2 of 2)****CERTIFICATE OF CORPORATE BIDDER**

To be completed by corporate official other than the person signing bid above

I, \_\_\_\_\_, certify that I am \_\_\_\_\_  
(Secretary or other official title)

of the Corporation named as bidder herein; that \_\_\_\_\_

who signed this bid on behalf of the bidder, was then \_\_\_\_\_  
(Bidder's official title i.e. President)

of the said Corporation; that said bid was duly signed for and on behalf of said corporation by authority of its governing body and is within the scope of its corporate powers.

(SEAL)

\_\_\_\_\_  
Signature of Certifying Corporate Officer

\_\_\_\_\_  
DATE

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**ACCEPTANCE BY THE GOVERNMENT**

The foregoing bid for purchase of Government owned property known as the **Waterloo SSA Building, Waterloo, Iowa GSA Control Number 7-G-IA-0501**, is hereby accepted by and on behalf of the United States of America acting by and through the:

**Administrator of the U. S. General Services Administration**

on this \_\_\_\_\_ day of \_\_\_\_\_ 2009.

Signature of Contracting Officer: \_\_\_\_\_

Name and Title of Contracting Officer: \_\_\_\_\_

# Bid Deposit by Credit Card

**To: General Services Administration  
Real Property Utilization & Disposal Division (7PZ)  
Attn: Julie Howington  
819 Taylor Street, Suite 8A10  
Fort Worth, TX 76102**

Write Your AuctionRP User ID Here

**Fax Number: 817-978-2063**

**This form may be submitted by Fax.**

**Deposit Amount: \$30,000**

By completing this form and signing the space provided below, applicant agrees to abide by the terms and conditions set forth in the Invitation for Bids No. GSA-R-1620. The applicant must be the authorized cardholder. The applicant agrees that his or her credit card account will be debited the full amount of the bid deposit, as specified in the Instructions to Bidders for Online Auction, paragraph 12, Bid Deposit Terms. In the event that applicant becomes the successful bidder, the bid deposit will be applied towards the purchase price for the property. In the event the applicant is not the successful bidder, the bid deposit will be credited to the credit account listed below.

**Applicant's Last Name (please print):** \_\_\_\_\_

**First Name:** \_\_\_\_\_ **M.I.:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**City:** \_\_\_\_\_ **State:** \_\_\_\_\_ **Zip Code:** \_\_\_\_\_

**Visa** \_\_\_\_\_ **Master Card** \_\_\_\_\_ **Discover** \_\_\_\_\_ **Amex** \_\_\_\_\_

**Card Number:** \_\_\_\_\_ **Expiration Date** \_\_\_\_\_

**Driver's License #: State** \_\_\_\_\_ **/DL#** \_\_\_\_\_

**Name as it appears on card:** \_\_\_\_\_

**E-Mail Address:** \_\_\_\_\_

**Telephone Number:** (\_\_\_\_) \_\_\_\_\_ **Fax Number:** (\_\_\_\_) \_\_\_\_\_

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

Enter Client's AuctionRP User ID Here

## BUYER'S BROKER PARTICIPATION REGISTRATION FORM

PROPERTY DESCRIPTION  
Address

Sale Number or Sale Date

BROKER/AGENT: \_\_\_\_\_

COMPANY NAME: \_\_\_\_\_

COMPANY ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP CODE: \_\_\_\_\_

LICENSE NUMBER: \_\_\_\_\_ BROKER NUMBER: \_\_\_\_\_

TAX IDENTIFICATION NUMBER: \_\_\_\_\_

OFFICE PHONE: \_\_\_\_\_ FAX: \_\_\_\_\_

MOBILE PHONE: \_\_\_\_\_

### Client (Buyer/Bidder) Information

CLIENT \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP CODE: \_\_\_\_\_

HOME PHONE: \_\_\_\_\_ OFFICE PHONE: \_\_\_\_\_ MOBILE PHONE: \_\_\_\_\_

### Broker/Client Certification

6. The broker, by placing his or her signature below, certifies, agrees, and acknowledges that:

- a. The broker will not claim any exceptions to the procedures outlined in the Invitation for Bids.
- b. Only written registration will qualify broker for commission.
- c. Only the first registration of a prospective client will be accepted and honored.
- d. The broker will hold harmless and indemnify the Government from any and all claims with regard to such commission.
- e. The broker will be paid a commission only as set forth under the terms and conditions of the IFB pertaining to the specific property being auctioned.
- f. The broker will not receive a commission without the signature of the client on the Buyer's Broker Participation Registration Form.

- g. The broker cannot participate in the auction and receive any commission in conjunction with any other co-brokerage or referral agreement between the Government and broker.
  - h. The broker represents the buyer/bidder (client) listed in the Buyer's Broker Participation Registration Form as his or her agent.
  - i. The broker is not a subagent of Government and represents his or her client (buyer/bidder) as a buyer's broker.
7. The broker's client (buyer/bidder), by placing his/her signature below, certifies, agrees, and acknowledges that:
- a. He or she has inspected the premises of the subject property or otherwise satisfied themselves as to the location, condition, quantity and quality of the property.
  - b. He or she shall hold harmless and indemnify the Government from any and all representations made by the buyer's broker.
  - c. Commission shall be paid only to broker representing client (buyer/bidder) as shown on this form.
  - d. GSA is not responsible for the accuracy of any information not obtained directly from the Government

BUYER/BIDDER SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

BROKER/AGENT SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_



U.S. General Services Administration  
Public Buildings Service  
Real Property Disposal Division (7PZ)  
819 Taylor Street, Room 8A10  
Fort Worth, TX 76102-6103

*Official Use Only*  
*Penalty for Private Use \$300*